

R-11-0629
9/14/11.

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX, THE ESSEX COUNTY SHERIFF,
AND THE ESSEX COUNTY SUPERIOR OFFICER'S ASSOCIATION
(SHERIFF)
FOP LODGE NO. 138

The County of Essex and the Essex County Sheriff, (the "County") and the Essex County Superior Officer's Association (Sheriff) FOP Lodge No. 138 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the Memorandum of Agreement which expired on December 31, 2010.

1. The terms of the prior Collective Bargaining Agreement and Memorandums of Agreement between the parties shall remain in full force and effect except as herein modified.

2. Term of Agreement

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. Wages

Wage shall be increased as follows:

Effective January 1, 2011	2.00%
Effective January 1, 2012	2.00%
Effective January 1, 2013	2.00%

4. Effective July 1, 2011, Article XXVII of the parties 1992-1994 Collective Bargaining Agreement shall be deleted.

5. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
 - b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
 - c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
 - d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
 - e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
 - f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
6. Each employee on the payroll as of October 15, 2011 shall receive a one time bonus of three hundred and fifty dollars (\$350.00) which shall not be added to base pay.
7. Effective January 1, 2012, after adjusting for the 2% increase in base pay, each employee's base pay will be increased by an additional \$700. In exchange for the foregoing, the Association acknowledges and agrees that criminal identification duties at the Essex County Jail are not "unit work" for the Association and disclaims any right to perform criminal identification duties at the Essex County Jail. The Association agrees to release with prejudice any and all unfair practice charges, proceedings, lawsuits, grievances, arbitrations or other actions in any other forum related to the criminal identification function and further agrees not to

bring any unfair practice charges, proceedings, lawsuits, grievances, arbitrations or other actions in any forum related to the criminal identification function.

8. This Memorandum of Agreement, together with the prior Collective Bargaining Agreement and Memorandums of Agreement between the parties, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Sheriff, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 8 day of Nov, 2011.

ESSEX COUNTY SUPERIOR OFFICER'S
ASSOCIATION (SHERIFF)
FOP LODGE 138

By: [Signature]
Vito D' Alessio, President

By: [Signature]
Armando B. Fontoura, Sheriff

By: [Signature] 9/13/11
Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST:

By: [Signature]
Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

Approved as to Form

By: [Signature]
James R. Faganelli, Esq.
Essex County Counsel